
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Petroleum Cleanup Contract Renewal GC634**DEPARTMENT:** Public Safety**DIVISION:** Administration - Public Safety**AUTHORIZED BY:** Tad Stone**CONTACT:** Shelly Brubaker**EXT:** 5000**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute Amendment 4 of the DEP Contract GC634, renewing current contract through December 31, 2009.

County-wide

Tad Stone

BACKGROUND:

The State of Florida, Department of Environmental Protection, entered into a contract with Seminole County on June 28, 2001 (Contract No. GC634) to perform petroleum clean-up oversight functions. The current contract is scheduled to expire June 30, 2009. The Department of Environmental Protection desires to extend this contract for an additional six (6) months to allow the County to continue working while a new Agreement is being approved. The revised end date of the contract is December 31, 2009.

Minor language changes are included within the agreement which do not impact the substantive requirements of the contract for either the State of Florida or Seminole County.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Amendment 4 of the DEP Contract GC634, renewing current contract through December 31, 2009.

ATTACHMENTS:

1. Agreement
2. Agreement

Additionally Reviewed By:☒ County Attorney Review (Ann Colby)

Cleanup

COUNTY: SEMINOLE

CONTRACT

DEP Contract No. GC634

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and SEMINOLE COUNTY, FLORIDA, whose address is Seminole County Government, 150 Bush Boulevard, Sanford, FL, 32773-6179 (hereinafter referred to as the "Contractor"), a local government, to provide petroleum contamination site cleanup related services in Seminole County.

I. GENERAL TERMS

As authorized by Section 376.3073, Florida Statutes (F.S.) and in consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to perform local government petroleum contamination site cleanup program services as described in Attachment A, Scope of Services, attached hereto and made a part hereof. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Contract specific definitions and terms are described in Attachment B.
2. The services under this Contract shall be authorized as follows:

Management of the Pre-Approval/Non-Program/Voluntary Cleanup portion of the Petroleum Contamination Cleanup Program and State Cleanup Project Management ("State Cleanup"): services shall be requested and authorized by the Department on an "as needed" basis utilizing the Task Assignment Notification Form (Attachment C), and the Task Assignment Change Order Form (Attachment D).
3. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services or requirements as further stated herein, shall be supplied by the Contractor, unless otherwise authorized by Task Assignment.
4. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
5. The Contractor shall be responsible for obtaining all applicable local, state and federal permits.
6. This Contract shall be effective on the date of execution or July 1, 2001, whichever is later; and shall remain in effect until June 30, 2005, inclusive. Any and all work under this Contract shall be evidenced by an executed Task Assignment. In no event shall the Contractor perform work without an executed Task Assignment. The Department anticipates Task Assignments will be executed no later than July 1 of each year detailing the requirements for the next twelve (12) months. This Contract may be renewed for an additional term not to exceed the original Contract period. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon proper and satisfactory technical and administrative performance by the Contractor and the availability of funds.
7. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require an appropriate adjustment and modification (formal amendment, Task Assignment Notification Form or Task Assignment Change Order Form, whichever the Department deems appropriate) to this Contract.

II. CATEGORY I FUNDS ADMINISTRATION

8. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a fee schedule basis (Attachment E) for the Management of the Pre-Approval/Non-Program/Voluntary Cleanup portion of the Petroleum Contamination Cleanup Program and State Cleanup Project Management as follows:

The rates used for calculation of fee schedule payments shall be negotiated and established on an annual basis and evidenced by issuance of a Task Assignment Notification Form, and shall apply to all services for the state fiscal year (July 1 to June 30) in which the rates were authorized.

Changes in the contracted price for any given year shall be based on the addition or deletion of petroleum cleanup sites serviced, at the same rates authorized for the Contractor for that fiscal year.

The Contractor shall be paid on a fee schedule basis based on estimates of the costs to manage a specified number of sites. **This is not a fixed price or cost plus contract.** The monthly amount is based on the level of effort measured in personnel required to manage Preapproval/Non Program/Voluntary Cleanup and State Cleanup Sites. The number and level of personnel, cost of personnel and overhead are based on the Contractor's actual cost and the total number of sites the Contractor manages. Consideration in terms of personnel time is also given for specific technical and administrative activities on a task by task basis. Payment for active sites shall be based on the date of initiation and pro-rated over a 12-month period. Additional sites added during the course of the year will be prorated from the month the site is assigned. Site Rehabilitation Completion Orders (SRCO) with or without conditions issued pursuant to Rules 62-770.680 or 62-770.760, Florida Administrative Code ("F.A.C."), during the course of the year shall not reduce the total number of sites assigned to the Contractor during any fiscal year.

9. Funding for this Contract is through the Inland Protection Trust Fund (IPTF) and the Contractor shall track this funding separate from direct appropriations and any other funds in accordance with the Scope of Services (Attachment A). The Department shall encumber funding upon the execution of a Task Assignment Notification Form or a Task Assignment Change Order Form.

10. Payment terms shall be as follows:

A. All invoices for amounts due under this Contract shall be submitted in accordance with the Scope of Services, Contractor Financial Management Section (Attachment A, Section 7). All travel and incidental expenses for the Contractor are included in the fee schedule amount described in paragraph 8.

B. Contractor invoices will not be approved for payment unless the provisions of paragraph 13 are completed in a satisfactory and timely manner and information contained in the status report is accurately reflected in the Petroleum Contamination Tracking (PCT) System. Requests for reimbursement of non-expendable equipment costing one thousand (\$1,000) dollars or more, which is authorized under a Task Assignment for purchase, will not be approved for payment unless the invoice for said equipment is accompanied by a properly completed Property Reporting Form (Attachment F), as per paragraph 33.

C. Four (4) copies of each invoice shall be submitted to:

Department of Environmental Protection
Bureau of Petroleum Storage Systems, MS #4575
Attn: Accountant
2600 Blair Stone Road
Tallahassee, FL 32399-2400

D. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

11. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its reports and other services.
12. The Contractor and its subcontractors are responsible for ensuring that all petroleum contamination site cleanup work conducted within its jurisdiction follows all rules and procedures established by the Department's Environmental Assessment Section, Chapter 62-160, F.A.C. except as modified or directed by the Bureau of Petroleum Storage Systems for the Petroleum Cleanup Program.

III. DELIVERABLES

13. The Contractor shall submit monthly reports and deliverables as follows:

- A. The monthly Contractual Services Invoice form (Attachment G2) shall be accompanied by the Monthly Contract Invoice Cover Sheet Form (Attachment G3) and required backup documentation per Site Report Spreadsheet Form (Attachment G4) per Instructions for Contract Invoice (Attachment G1).
- B. The Contractor shall submit originals or scanable copies of all Site Assessment Reports (SARs), Remedial Action Plans (RAPs), Site Rehabilitation Completion Reports (SRCRs), and other technical reports generated or received, and all correspondence to and from the Contractor, such as letters, memos, and notes to the Department, within sixty (60) days of receipt or initiation, and shall retain copies in its office.
- C. Documentation, in the form of required invoicing with attached information, must be in detail sufficient for pre-audit and post-audit review and approval of invoices.

IV. MANAGEMENT

14. All services performed by the Contractor shall be in accordance with applicable statutes, and rules including Sections 376.300 through 376.308, F.S. and Chapters 62-770, 62-771, and 62-777, F.A.C. and written Department guidance. All guidance as amended and distributed by the Department during the term of this Contract shall be considered part of this Contract. Guidance documents shall be supplied or made available by the Department on a timely basis.
15. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F. S.
16. The Department's Contracts Administrator may terminate this Contract for the Department's convenience by giving thirty (30) calendar days written notice to the Contractor. Said notice shall be sufficient if delivered personally or by certified mail to the address contained herein. In case of such termination, the Contractor shall be compensated for work satisfactorily completed and irrevocable commitments made. Additionally, this Contract may be terminated by the Department at any time for failure of the Contractor to perform in accordance with the terms and conditions contained herein by giving thirty (30) calendar days written notice to the Contractor.

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17. Any and all matters or notices shall be delivered to the parties at the following addresses:

Contractor

Seminole County, Florida
Seminole County Government
Attn: Ross Arbelius
150 Bush Boulevard
Sanford, FL 32773-6179
Telephone: (407) 665-5134
Facsimile: (407) 665-5138
E-mail: rarbeliu@co.seminole.fl.us

Department

Florida Department Of
Environmental Protection
Bureau of Petroleum Storage Systems
Attn: Grace Rivera
2600 Blair Stone Road, MS 4530
Tallahassee, FL 32399-2400
Telephone: (850) 921-0839
Facsimile: (850) 414-7797
E-mail: Grace.Rivera@dep.state.fl.us

18. The Department's Contract Manager is Grace Rivera, Environmental Manager, (850) 921-0839. The Contractor's Contract Manager is Ross Arbelius, Contract Manager, (407) 665-5134. All matters shall be directed to the Contract Managers for appropriate action or disposition.
19. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for purchasing threshold Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
20. Pursuant to Section 216.2815, F. S., all records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records are under general law. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F. S., and made or received by the Contractor in conjunction with this Contract.
21. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
22. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
23. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provision of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
24. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or other authorized representatives shall have access to such records for audit purposes during the term of this Contract and for three (3) years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
25. In addition to the provisions contained in paragraph 24 above, the Contractor shall comply with the applicable provisions contained in Attachment H. A revised copy of Attachment H, Exhibit-1, must be

provided to the Contractor with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Contract for purposes of assisting the Contractor in complying with the requirements of Attachment H. If the Contractor fails to receive a revised copy of Attachment H, Exhibit-1, the Contractor shall notify the Department's Contracts Administrator at 850/922-5942 to request a copy of the updated information.

26. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
27. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
28. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
29.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
30. This Contract is an exclusive contract for services and may not be assigned to whole or in part without the prior written approval of the Department.
31. The Contractor shall not subcontract, assign or transfer any work under this Contract without the prior written consent of the Department's Contract Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
32. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Worker's Compensation Insurance for all of the Contractor's employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of the employees not otherwise protected.
33. Upon satisfactory completion of this Contract, the Contractor may retain ownership of the equipment purchased under this Contract. However, the Contractor shall complete and sign a Property Reporting Form, (Attachment F), and forward it along with the appropriate invoice to the Department's Contract Manager. The following terms shall apply:

- A. The Contractor shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Contractor is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
 - C. The Contractor is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in the Contractor's possession for use in a contractual arrangement with the Department.
 - D. Additional requirements may be imposed on executed Task Assignments outlining the purchase of equipment.
34. In accordance with Section 216.347, F. S., the Contractor is hereby prohibited from using funds provided by this Contract for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
35. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

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VI. ENTIRE AGREEMENT

36. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

SEMINOLE COUNTY, FLORIDA

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

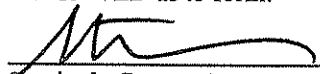

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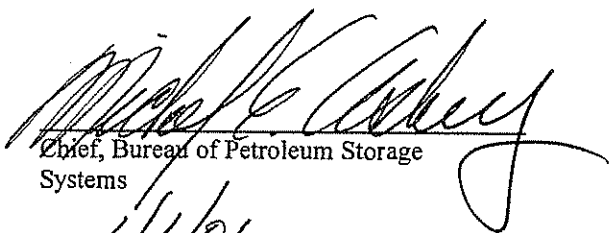
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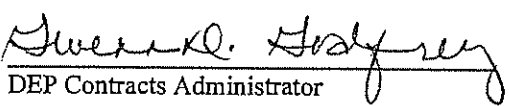

Seminole County Clerk

APPROVED as to form:


Seminole County Attorney


Chief, Bureau of Petroleum Storage
Systems

Date


DEP Contracts Administrator

APPROVED as to form and legality:


DEP Assistant General Counsel

List of attachments/exhibits included as part of this Contract:

Specify Type	Letter/ Number	Description
Attachment	A	Scope of Services (4 Pages)
Attachment	B	Contract Definitions (2 Pages)
Attachment	C	Task Assignment Notification Form (1 Page)
Attachment	D	Task Assignment Change Order Form (1 Page)
Attachment	E	Multiplier Spreadsheet for Compensation Form (1 Page)
Attachment	F	Property Reporting Form (1 Page)
Attachment	G1	Instructions for Contract Invoice (1 Page)
Attachment	G2	Contractual Services Invoices Form (1 Page)
Attachment	G3	Monthly Contract Invoice Cover Sheet Form (1 Page)
Attachment	G4	Site Report Spreadsheet Form (2 Pages)
Attachment	H	Special Audit Requirements (5 Pages)
Attachment	I	Administrative Performance Criteria (1 Page)
Attachment	J	Guidance Documents (1 Page)
Attachment	K	Non-Program Site Management Procedures (2 Pages)

ATTACHMENT A
SCOPE OF SERVICES

1. The Contractor shall perform all necessary activities to bring a petroleum cleanup site to either No Further Action or Site Rehabilitation Completion Orders with or without conditions (NFA/NFAC or SRCO) within the most timely and cost efficient manner possible. The Contractor will be compensated based on a negotiated annual Contract amount prorated over a twelve (12)-month period. Modifications to the Contract amount can occur, when the number of managed sites increases or decreases by ten percent (10%) increments or fifteen (15) sites, whichever is less, at which time a Task Assignment Change Order will be issued. The Task Assignment must be fully executed to be eligible for additional compensation. Additional sites added during the course of the year will be prorated from the month the ten percent (10%) or fifteen (15) site threshold is reached and a Task Assignment Change Order is executed. The technical and administrative services shall be performed in accordance with applicable statutes, rules and written Department guidance including Sections 376.300, 376.3071, 376.3073 and 376.308, F.S. and Chapters 62-770, 62-771, and 62-777, F.A.C., and the Petroleum Cleanup Preapproval Program Standard Operating Procedures Manual (SOP). Ancillary services include, but are not limited to:
 - All necessary clerical and administrative duties, including, but not limited to:
 - maintenance of cleanup site files
 - typing
 - mailing
 - document and performance tracking
 - processing time extension requests
 - processing preapproval work orders
 - task assignments and change orders
 - review technical reports and addenda
 - completion of review checklists
 - information requests
 - Attend meetings;
 - Respond to public records requests;
 - Provide assistance to the public;
 - Data entry into STCM and PCT databases;
 - Timely forwarding documents to the DEP; and
 - Liaison with the DEP Contract Manager.
2. The DEP may assign other activities to the Contractor on an as needed basis. The Contractor shall perform technical reviews for non-program sites, perform special technical evaluations, or assist the DEP with certain administrative tasks as mutually agreed upon based upon the needs of the DEP and the availability and expertise of the Contractor.
3. The Contractor is required to meet Chapter 62-770, F.A.C., time frames for review of documents. If these time frames can not be met the Contractor shall contact the DEP Contract Manager immediately so that alternate arrangements can be made to have the documents timely reviewed.
4. Performance will be measured through the following administrative and technical reviews:
 - A. All database entries into the petroleum cleanup tracking databases (STCM/PCT) must be made within thirty (30) calendar days of activity as defined in Attachment I, Section 1. Originals or scanable copies of all documents and correspondence must be sent to the DEP central file within sixty (60) calendar days of receipt or initiation as described in Attachment I, Section 1. The performance measure for data entry into STCM/PCT and delivery of copies of all documents and correspondence to DEP files is ninety-percent (90%) or greater. A review of twenty-five percent (25%), or a percentage at the Department's discretion, of the site files will be performed at least annually to determine the rating for Document Management.

- B. An Administrative Review of the processing of work orders and invoices will follow the same guidelines, as those required in the SOP. The Contractor must maintain a ninety- percent (90%) or greater rating (see Attachment I, Section 2). A review of twenty-five percent (25%), or a percentage at the Department's discretion, of the site files will be performed at least annually to determine the rating for the Administrative Review measures.
 - C. A Technical Review will be performed by DEP to ensure consistent application of DEP technical rules and policies. These Technical Reviews may be performed as often as deemed necessary by the DEP staff and the Contractor is required to perform in a proper and satisfactory manner as determined by DEP.
 - D. Failure of the Contractor to meet a rating of ninety-percent (90%) or greater on Document Management, or a ninety-percent (90%) or greater rating on the Administrative Review measures could result in forfeiture of the final monthly payment or 1/12 of the total tasked amount for the month(s) identified as below the rating of ninety-percent (90%). Continued non-performance by the Contractor shall result in the termination of the Contract per paragraph 16 of the Contract.
 - E. A pre-review and post-review interview will be performed by the Contract Manager with the Contractor. The Contractor shall have thirty (30) days to respond in writing to the review. The Contractor shall submit a satisfactory corrective action plan to the DEP Contract Manager, upon final notification by the DEP that the Contractor did not meet the standards, within sixty (60) days of notification.
5. The determination of the compensation rate per site is based on an estimate of the Environmental Specialist II (ES II) level spending forty (40) hours per site per year, the Professional Geologist licensed to practice in Florida pursuant to Chapter 492, F.S. ("PG"), and/or Professional Engineer licensed to practice in Florida pursuant to Chapter 471, F.S. ("PE") spending seven (7) hours per site per year; the clerical staff spending ten (10) hours per site per year; and the administrative staff spending twelve (12) hours per site per year as provided in the Multiplier Spreadsheet For Compensation Form (Attachment E). The personnel time for additional tasks will be negotiated on a task-by-task basis, and may be considered in the original Task Assignment or as a Change Order. For Contractors with fewer than one hundred eighty (180) sites, the number of hours of PE/PG time per site in the compensation formula will be adjusted such that at least one thousand two hundred fifty (1250) hours of PE/PG time (sixty percent (60%) of a PE/PG FTE) is committed to petroleum cleanup program activities annually. The Contractor is required, as a minimum, to have a PE employed by that Contractor available for petroleum cleanup program activities on a timely and routine daily basis.
6. Annual Travel and Vehicle Use – The Contract provides funds for travel expenses for a minimum of five (5) trips by the Contractor for training events or meetings with the Department during the fiscal year. Expenses for use of vehicles necessary to carry out the site cleanup oversight and management tasks within the scope of this Contract are also authorized per calculation in the fee schedule, Attachment E.
7. Contractor Financial Management:
- A. During Task Assignment negotiations for this Contract the following information shall be provided. This information will be used to calculate the costs per site:
 - 1. Staff assigned to perform work under this Contract identified by name and position, salary and fringe benefits and overhead;
 - 2. Assigned staff qualifications (degree, years of experience, license); and,
 - 3. Assigned staff duties outlined related to fulfilling the Contract.
 - B. The Contractor shall mail the Contractual Services Invoice, to the Department Contract Manager, within seven (7) business days of the last day of the preceding month, including completed Attachments G2 through G4, for the previous month's services. Invoices received later than the date specified above, are subject to the availability of funding provided under this Contract at the time the invoice is submitted. If funding supporting this Contract has reverted, the Department

shall not be obligated to pay the Contractor for the late invoice(s). The June invoice shall be received by the DEP no later than the end of the first business week of July.

- C. The Contractor is required to have a separate tracking system based on the state fiscal year (July 1 – June 30) for petroleum fund expenditures, or a methodology for tracking petroleum fund expenditures, which clearly shows incurred costs, encumbrances and balances so that the Department's Office of Inspector General (OIG) and Bureau of Petroleum Storage Systems (BPSS) reviews can be accomplished efficiently. The tracking system shall include, at a minimum:
- Assigned staff identified by name and position;
 - Itemized *Employee Payroll Report* for all assigned staff;
 - Report of all related travel expenses;
 - Inventory report of all equipment purchased for fulfillment of the Contract including costs or estimates and the assumptions made in developing those estimates;
 - Itemized report of all vehicle use and expenditures;
 - Incurred miscellaneous expenses; and
 - Report of monetary balances, if applicable.
- D. The Contractor shall provide a fiscal year-end financial report based upon the data from the tracking system described in paragraph 7. C. above so that any unspent Contract funds can be identified and deficits can be reconciled. This report shall be provided to the DEP on or before September 30 for the previous fiscal year.

8. Preapproval Financial Management

- A. Petroleum cleanup Preapproval Services Change Order and Invoice (Preapproval Invoices) shall be date stamped upon receipt, and reviewed by the Contractor in accordance with the SOP within five (5) business days of receipt by the Contractor and forwarded to the DEP Contract Manager for further processing, via first class mail or guaranteed overnight delivery. DEP reserves the right to request hand delivery of any petroleum cleanup Preapproval Invoice not meeting the five (5) day time frame.
- B. The Department reserves the right to provide partial or full delegation of cost center administration for petroleum cleanup Preapproval Invoices. If the Contractor is given a delegation, the Contractor shall designate a central point of contact (POC) for review of petroleum cleanup Preapproval Invoices prior to mailing the Preapproval Invoices to the Department. The Department will continue to review final Preapproval Invoices and also conduct routine, random checks on delegated Preapproval Invoices.

9. Program Management

- A. The Contractor is required to have site managers assigned to all sites, both eligible and ineligible.
- B. The Department will only pay for sites for which the Contractor has assigned a site manager, the site manager has contacted the consultant, and which are registered with a DEP Facility Identification number.
- C. Contractor shall hire and retain a sufficient number of qualified staff to satisfactorily complete all the responsibilities included in this Contract. Contractor shall provide salary and benefits commensurate with individual qualifications, work experience and professional certification(s) to ensure consistency and stability in the workforce.
- D. No site manager shall be assigned more than forty-five (45) to fifty (50) petroleum cleanup sites. PE's and PG's whose primary job is to review assessment reports and remedial action plans shall be assigned no more than twenty (20) to twenty-five (25) petroleum cleanup sites in their capacity as a petroleum cleanup site manager. Contractor can request higher site loads on a case by case basis.
- E. Contractors shall ensure that all field inspections/visits are performed by qualified individuals and that they receive the health and safety training required to meet OSHA standards.

- F. Contractor shall provide at least one staff member at DEP scheduled meetings and all scheduled teleconferences with DEP.
- G. Contractor acknowledges receipt of the guidance documents as listed in Attachment J.
- H. If the Contractor does not have Significant Non-Compliance (SNC-A) contracts shall forward to the appropriate DEP District Office personnel, any non-eligible site where the responsible party/owner is not cooperating to cleanup the site. Such files that are being referred to the District for enforcement shall be organized and contain documentation as prescribed by the applicable District. Non-program site management shall be conducted in accordance with Attachment K.

10. Data Entry Procedures

Contractor is responsible for accurate and timely updating of the STCM and PCT databases, to include site manager updates on reports in accordance with the performance criteria in Attachment I. The Department shall provide training on the use of the STCM and PCT databases on an as needed basis. Contractor shall request in writing to the Department's Contract Manager the need for such training. The Department's Contract Manager shall schedule needed training at a mutually convenient time.

ATTACHMENT B CONTRACT DEFINITIONS

The following terms are defined below for use in the Contract:

Department Facility Identification Number (FAC ID#): a nine digit numbering system which assigns a separate number to each known registered Petroleum Contamination Site. This numbering system is generated by DEP.

Discharge Report Form (DRF): a form adopted by Chapter 62-761, F.A.C., which an owner or operator is required to fill out, complete and submit to FDEP when a discharge occurs at their facility.

Eligible Petroleum Clean-up Contract Site (Eligible Site): a site that has been assigned a Department Facility Identification Number (FAC ID#), qualifies for IPTF funding and the Department has forwarded, to the county, the Contractor Designation Form (CDF) or the approval to initiate site cleanup.

Full Time Equivalent (FTE): employee(s) whose work hours total two thousand eighty (2080) per year.

Ineligible Petroleum Clean-up Contract Site (Ineligible Site): a site that has been assigned a Department Facility Identification number (FAC ID#), has a valid Discharge Report Form (DRF) on file, is ineligible for IPTF Funds, and is following Non-program Site Management Procedures (SMP), completing Numbers 1,2 and 3, of the SMP at a minimum.

Inland Protection Trust Fund (IPTF): the trust fund established by the legislature which provides all funds for the petroleum prevention and clean-up program established by Section 376.3071, F.S.

Involuntary Cleanup Site: a petroleum contaminated site that has an owner or responsible party who has been forced to clean up their site via a DEP or county enforcement action and which is an ineligible site.

No Further Action With or Without Conditions (NFA/NFAC): an order issued by the Department which declares that a petroleum contaminated site has attained target clean-up levels as stipulated by Chapter 62-770, F.A.C. with or without institutional or engineering controls.

Non-program: see Ineligible Site definition.

Non-program Site Management Procedure (SMP): see Attachment K.

Petroleum Cleanup Preapproval Program Standard Operating Procedures (SOP) Manual: a procedures manual, published by the Bureau of Petroleum Storage Systems which provides specific information, guidance and procedures on the Petroleum cleanup program.

Petroleum Cleanup Site: any site currently being cleaned up in accordance with Chapter 62-770, F.A.C., procedures including non-program sites, voluntary cleanup sites, preapproval sites, and state cleanup sites.

Petroleum Contamination Tracking System (PCT): a DEP database that is used to keep track of information regarding petroleum contaminated sites.

Preapproval: as defined in Section 376.30711, F.S., and the Petroleum Cleanup Preapproval Program Standard Operating Procedures Manual (SOP – see definition above). Generally, all work conducted at an Eligible Site (see definition above) must be reviewed and approved by the site manager before work is conducted or costs incurred.

Professional Engineer (PE): an individual licensed to practice engineering in Florida pursuant to Chapter 471, F.S.

Professional Geologist (PG): an individual licensed to practice geology in Florida pursuant to Chapter 492.F.S.

Remedial Action Plans (RAPs): see Chapter 62-770, F.A.C.

Significant non-compliance (SNC): – refers to the violation types in the storage tank regulation section, provides three levels, A, B or Minor as follows:

- Significant Non-Compliance - A (SNC – A).
These violations are considered top priority due to their potential for harm to the environment. They are identified on the data entry/checklist by all capital letters and in bold print.
- Significant Non-Compliance - B (SNC – B).
These violations are considered high priority due to their potential for harm. They are identified on the data entry/checklist by bold print.
- Minor violation – (MIN).
These violations are considered low priority. They are identified by regular type font on the data entry/checklist.

Site Assessment Reports (SARs): reports, which provide site specific information on the horizontal and vertical extent of a petroleum contamination plume as required and defined by Chapter 62-770, F.A.C.

Site Rehabilitation Completion Orders (SRCOs): see definition for No Further Action with or without conditions.

State Cleanup Site: an eligible program site within the current funding score range for which the responsible party has not designated a preapproval contractor and is being worked on by a DEP state cleanup contractor or contractor state cleanup sub-contractor.

Storage Tank Contamination Monitoring (STCM): see definition for Petroleum Contamination Tracking System.

Voluntary Cleanup Site: an eligible program site with a priority score below the current funding range for which the responsible party is continuing site assessment and cleanup activities at his/her own expense.

Warning Letter: letter issued by the Contractor to a responsible party for a non-program site when the Site Rehabilitation Initiation (SRI) letter is not responded to within thirty (30) days or whenever 62-770 F.A.C. time frames for document submittal are not met.

ATTACHMENT C

TASK ASSIGNMENT NOTIFICATION FORM

FDEP Contract Number: _____ Task Assignment #: _____
 Contractor Name: _____
 Contract Manager: _____ Phone #: _____
 FDEP Contract Manager: _____ Phone #: _____

Task Description: (use additional pages if necessary)

Deliverable:

Task Assignment Type: _____ Amount Not To Exceed _____ Task Performance Period _____
 Fee Schedule: \$ _____
 Total Task Assignment Value: \$ _____

Organization Code	E.O.	Object Code	Module	Special Category	Fiscal Year	Budget Representative Approval

☐ Revised Attachment H, Exhibit-1, attached to this document.

FDEP Contract Manager _____ Date _____
 Cost Center Administrator _____ Date _____
 Bureau Chief _____ Date _____
 Contractor Representative _____ Date _____

cc: Gwenn Godfrey, Contracts Section (MS 93)
 Bureau of Petroleum Storage Systems, Accountant
 Finance and Accounting, Contracts Disbursements Section (MS 78) – 2 copies

ATTACHMENT D

TASK ASSIGNMENT CHANGE ORDER FORM

FDEP Contract Number: _____

Task Assignment Number: _____

Contractor Name: _____

Change Order Number: _____

Contractor Representative: _____

Phone #: _____

FDEP Contract Manager: _____

Phone #: _____

Description of Change: (use additional pages if necessary)

TASK AMOUNT

ITEM

Original task amount: _____

Task amount prior to this change order: _____

Net increase/decrease in task amount: _____

Task amount with all change orders: _____

TASK TIME

ITEM

Original task due date: _____

Due date prior to this change order: _____

Net increase/decrease in task period: _____

Due date with all change orders: _____

Organization Code	E.O.	Object Code	Module	Special Category	Fiscal Year	Budget Representative Approval

☐

Revised Attachment H, Exhibit-1, attached to this document.

FDEP Contract Manager _____

Date _____

Cost Center Administrator _____

Date _____

Bureau Chief _____

Date _____

Contractor Representative _____

Date _____

cc: Gwenn Godfrey, Contracts Section (MS 93)
 Bureau of Petroleum Storage Systems, Accountant
 Finance and Accounting, Contracts Disbursements Section (MS 78) - 2 copies

ATTACHMENT E

Multiplier Spreadsheet for Compensation

For Seminole County

PER SITE COST CALCULATED AT 40 HRS. ESII, 7 HRS. PG/PE, 10 HRS. CLERICAL, 12 HRS. ADMIN.						
County	ESII SALARY	PE/PG SALARY	CLERICAL SALARY	ADM. SALARY	TOTAL BARE	TOTAL LOADED COST PER SITE
Name	\$	\$	\$	\$	= (B5*40)+(C5*7)+(D5*10)+(E5*12)	= 1 + %
Bare Labor Multiplier						
County	Fringe	Overhead	Indirect	Total		
Name	%	%	%	=Sum(B11:D11)		
Total Site	# of Sites		Total Cost	=B13*G5		
Travel and Vehicle						
# of units	Unit	Unit Cost	Period		Total Annual Cost	

ATTACHMENT F

PROPERTY REPORTING FORM FOR DEP CONTRACT NO. GC634

CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet).

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	DEP USE ONLY	
			(PC)	(LC)

*Not including software. **Attach copy of invoice, bill of sale, or other documentation of purchase.

CONTRACTOR:	Contractor's Project Manager:	Date:
-------------	-------------------------------	-------

BELOW FOR DEP USE ONLY		
DEP CONTRACT MANAGER:	COMPLETE AND SIGN THIS SECTION AND SEND ORIGINAL DOCUMENTS WITH THE INVOICE FOR PAYMENT TO DEP FINANCE AND ACCOUNTING (MS#78); SEND COPIES TO THE DEP PROPERTY SECTION (MS#87). REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.	
Organization Code:	EO:	Module: Grant No. Contract End Date:
DEP Contract Manager Signature:		Date:

DEP FINANCE AND ACCOUNTING: Record above listed items as OCO, enter Voucher number below and forward a copy to DEP Property Management (MS#87).

Voucher Number:

DEP PROPERTY MANAGEMENT: Assign OCO Property Control (PC) number and Location Code (LC) above.

DEP 55-211 (01/01)

ATTACHMENT G1
Instructions for Contract Invoice

A status report detailing all activities conducted under this Contract, shall accompany the Monthly Contract Invoice Form included as part of this attachment. The monthly *Contractual Services Invoice* must include the following documentation:

- I. The *Contractual Services Invoices* form (Attachment G2) which must be completely filled out.
- II. The *Monthly Contract Invoice Cover Sheet Form* (Attachment G3) which provides a summary of the total number of sites managed in the following categories:
 - A. Number of sites actively administered under the Preapproval Program (PA)
 - B. Number of sites actively administered under the State Cleanup Program (SCU)
 - C. Number of sites actively administered under the Preapproved Advance Cleanup Program (PAC);
 - D. Number of sites actively administered under the Petroleum Cleanup Participation Program (PCPP);
 - E. Number of sites actively administered under the Pay for Performance Program (PFP);
 - F. Number of sites actively administered under the Free Product Recovery Initiative (FP);
 - G. Number of sites actively administered under the Voluntary Cleanup category (VC);
 - H. Total number of sites actively administered under the Non-Program category (NP):
 1. Number of Sites issued Warning Letters (WL);
 2. Number of Sites referred to the District for Enforcement (ENF);
 - I. Number of sites that received No Further Action Status (NFA), No Further Action with Conditions Agreement (NFAC), Site Rehabilitation's Completion Order (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement.
- III. The *Site Report Spreadsheet* form (Attachment G4) which details all activities conducted under this Contract for each site managed, and shall include the following information:

Facility Identification Number
Site Name
Site Manager Name
Cleanup Phase
Comments / Status of Site

The information for each of these sites must then be subdivided into the following categories:

- A. Preapproval Program, (PA)
 - B. State Cleanup Program, (SCU)
 - C. Preapproved Advance Cleanup Program, (PAC)
 - D. Petroleum Cleanup Participation Program, (PCPP)
 - E. Pay for Performance Program, (PFP)
 - F. Free Product Recovery Initiative, (FP)
 - G. Voluntary Cleanup category, (VC)
 - H. Non-Program category, (NP)
 - I. Non-Program Sites Issued Warning Letters (WL)
 - J. Non-Program Sites referred to the District for Enforcement (ENF)
 - K. No Further Action Status, (NFA), No Further Action with Conditions Agreement, (NFAC), Site Rehabilitation's Completion Order, (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement
- The Contractor must submit an original invoice package by mail and also send the information by electronic mail to the FDEP Contract Manager.

CONTRACTUAL SERVICES INVOICE

Invoice No.	Contract No.	Task No.	Date	Period of Service
Site Name, City, County _____				
Vendor: FEID No. _____ Telephone: _____ Agent: _____			Bill To: Department of Environmental Protection Bureau of Petroleum Storage Systems 2600 Blair Stone Road Tallahassee, FL 32399-2400	
Contractor Use:				
Fixed Price: 1. Contract/Task Amount.....\$ _____ 2. Less Previously Invoiced..... _____ 3. Invoice Total..... _____			Cost Plus: 1. Contract/Task Amount.....\$ _____ 2. Less Previously Invoiced..... _____ 3. Invoice Total..... _____	
DEP Use: <div style="text-align: center;"> 1. Date Invoice Received _____ 2. Date(s) Services Rendered _____ 3. Date Services Approved _____ 4. Performance Certified Satisfactory _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Project Manager Signature _____</div> <div>Date _____</div> </div> <div style="text-align: center; margin-top: 20px;"> 5. Approval _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Cost Center Administrator Signature _____</div> <div>Date _____</div> </div> <div style="text-align: center; margin-top: 20px;"> 6. Final Invoice: YES NO </div> <div style="text-align: center; margin-top: 20px;"> 7. If Final Invoice: </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Bureau Chief Level or Higher Signature _____</div> <div>Date _____</div> </div>				

Attachment G3
Monthly Contract Invoice Cover Sheet Form

County Name: _____

Date: _____

Task Assignment Number: _____

Total Sites Assigned to County according to Task Assignment: _____

Invoice Period: From _____ **To** _____

Sites Reported in Previous Invoices: _____

Number of Sites

Sites for Current Task and Month

- | | |
|--|-------|
| A. Preapproval Program (PA) Sites | _____ |
| B. State Cleanup Program (SCU) Sites | _____ |
| C. Preapproval Advance Cleanup Program (PAC) Sites | _____ |
| D. Petroleum Cleanup Preapproval Program (PCPP) Sites | _____ |
| E. Pay For Performance Program (PFP) Sites | _____ |
| F. Free Product Recovery Initiative (FP) Sites | _____ |
| G. Voluntary Cleanup (VC) Sites | _____ |
| H. Total Non-Program (NP) Sites | _____ |
| A. Sites Issued Warning Letters (WL) | _____ |
| B. Sites referred to the District for Enforcement (ENF) | _____ |
| I. No Further Action (NFA) with/without Conditions | |
| /Site Rehabilitation Completion Order (SRCO) with/without Conditions | _____ |

TOTAL ACTIVE SITES WORKED ON

- The Contractor must submit an original invoice package by mail and also send the information by electronic mail to the FDEP Contract Manager.
- ** Attach backup for each category above.
- *** For Site to count Site Manager's name must be in PCT and consultant MUST have been contacted.

Name of County _____

Invoice # _____

Task Assignment # _____

ATTACHMENT G4

Site Report Spreadsheet Form

DATE _____

	* Program Name	Facility ID No.	Site Name	Site Manager	Cleanup Phase (SR, SA, RA, NA, SC)	Comments / Status of Site
A.	Preapproval Sites (PA)					
		1				
		2				
B.	State Cleanup Sites (SCU)					
		1				
		2				
C.	Preapproval Advance Cleanup (PAC) Sites					
		1				
		2				
D.	Preapproval Cleanup Participation (PCPP) Sites					
		1				
		2				
E.	Pay For Performance (PFP) Sites					
		1				
		2				
F.	Free Product Recovery Sites (FP)					
		1				
		2				

Name of County _____

Invoice # _____

Task Assignment # _____

ATTACHMENT G4

Site Report Spreadsheet Form

DATE _____

	* Program Name	Facility ID No.	Site Name	Site Manager	Cleanup Phase (SR, SA, RA, NA, SC)	Comments / Status of Site
G.	Voluntary Cleanup Sites (VC)					
		1				
		2				
H.	Non-Program Sites (NP)					
		1				
		2				
I.	No Further Action (NFA) or Site Rehabilitation Completion Order (SRCO)					
		1				
		2				
J.	Warning Letters Issued (WL)					
		1				
		2				
K.	Sites Referred to the District For Enforcement (ENF)					
		1				
		2				

* Organize by Facility ID within each category

** The Contractor must submit an original invoice package by mail and also send the information by electronic mail to the FDEP Contract Manager.

ATTACHMENT H

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal funds awarded through the Department of Environmental Protection by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal funds received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes.

1. In the event that the recipient expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. EXHIBIT 1 to this agreement indicates State funds awarded through the Department of

Environmental Protection by this agreement. In determining the State awards expended in its fiscal year, the recipient shall consider all sources of State awards, including State funds received from the Department of Environmental Protection, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).
4. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), a recipient should access the website for the Governor's Office located at <http://sun6.dms.state.fl.us/fsaa/> for assistance. In addition to the above website, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Banking and Finance's Website <http://www.dbf.state.fl.us/aadir/FSAAIndex.html>, and the Auditor General's Website <http://sun6.dms.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State awards that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State agency must arrange for funding the full cost of such additional audits. This part would be used to specify any additional audit requirements imposed by the State agency that are solely a matter of that State agency's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements).)

PART IV: REPORT SUBMISSION

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at each of the following addresses:

Grace Rivera, Project Manager
Department of Environmental Protection
Bureau of Petroleum Storage Systems
2600 Blair Stone Road, MS# 4535
Tallahassee, Florida 32399-2400

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at each of the following addresses:

Grace Rivera, Project Manager
Department of Environmental Protection
Bureau of Petroleum Storage Systems
2600 Blair Stone Road, MS# 4535
Tallahassee, Florida 32399-2400

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

3. Copies of reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at each of the following addresses:

Grace Rivera, Project Manager
Department of Environmental Protection
Bureau of Petroleum Storage Systems
2600 Blair Stone Road, MS# 4535
Tallahassee, Florida 32399-2400

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

4. Copies of reports or management letters required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at each of the following addresses:

Grace Rivera, Project Manager
Department of Environmental Protection
Bureau of Petroleum Storage Systems
2600 Blair Stone Road, MS# 4535
Tallahassee, Florida 32399-2400

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, as applicable.
6. Recipients, when submitting audit reports to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, should indicate the date that the audit report was delivered to the recipient in correspondence accompanying the audit report.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 3 years from the date the audit report is issued, and shall allow the Department of Environmental Protection or its designee, access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection or its designee, upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Inland Protection Trust Fund Line Item #1767	2001/2002	37024	Petroleum Site Contamination	\$0	104132
Total Award					\$0.00	

For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CFSA) [<http://sun6.dms.state.fl.us/fsaa/>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Attachment I

Administrative Performance Criteria

Local Program County _____

The performance evaluation of the Local Program Contract will be based on a composite of the following two (2) areas of responsibility.

1. Data entry into the Petroleum Contamination Tracking (PCT) databases and delivery of copies of all documents and correspondence to DEP files.
 - a. A site manager name must be entered into PCT after receiving the Contractor Designation Form (CDF) from the Department.
 - b. All data entry must be done within thirty (30) calendar days of receipt of information or approval of a document by the Contractor.
 - c. Originals or scanable copies of all documents and correspondence must be sent to the DEP central file within sixty (60) calendar days of receipt or initiation. All correspondence or documents pertaining to a site need to include the DEP Facility ID number.
 - d. The Contractor shall ensure that a DEP Facility ID number has been assigned prior to beginning work. Contract invoices will not be accepted for non-registered sites.
2. Program and Non-Program Timeliness
 - a. For Program sites send a letter requesting a proposal from the consultant within two (2) weeks of receiving Contractor Designation Form from the Department. For Non-Program sites the site manager name must be entered in PCT and letter sent to responsible party requesting compliance with Chapter 62-770, F.A.C., in accordance with Attachment D.
 - b. Initiate Work Order negotiation within two (2) weeks of receipt of a work order proposal.
 - c. Prepare or Negotiate Change Order within two (2) weeks of a change order proposal request.
 - d. Process and forward to the Department within five (5) days of receipt by the contractor of any cleanup preapproval invoice.
 - e. Review of deliverables and response to applicable parties, such as CARs, RAPs, O&M status reports initiated within the timeframes established in 62-770, F.A.C.
 - f. Review of deliverables and responses to applicable parties not addressed in 62-770, F.A.C., shall be conducted within sixty (60) days of receipt.

ATTACHMENT J GUIDANCE DOCUMENTS

Guidance Documents, Procedures, Memos include but are not limited too:

Petroleum Cleanup Preapproval Program Standard Operating Procedures
Chapter 62-770 F.A.C. Petroleum Contamination Site Cleanup Criteria
Contractor Designation / Point of Contact Designation
Petroleum Cleanup Preapproval Program Templates
Free Product Recovery Initiative
Guidance on Site Assessment and Supplemental Assessment Report Preparation for Petroleum Preapproval Sites
New Soil Sampling Procedures and Recommended EPA Methods (per USEPA SW-846)
Interim Guidance for Laboratory Analyses of Soil Samples for Petroleum Contamination Site Assessments
Chapter 62-770, F.A.C. Table IV Interpretation
Chapter 62-770, F.A.C., Analytical Methods For Liquid Samples
Some Points To Consider During Evaluation of Analytical Data
Institutional Control Guidance Document
Monitoring Well Construction Specifications and Related Issues
Interested Parties Summary
Contamination Assessment Review Guidelines
Remedial Action Plan Guidelines: BPSS-1 through BPSS-11
Guidelines for Assessment and Source Removal of Petroleum Contaminated Soil

Manuals:

Petroleum Cleanup Preapproval Program Standard Operating Procedures
Guidance Manual for Review of Petroleum Remedial Action Plans
Development of Soil Cleanup Target Levels (SCTLs) For Chapter 62-777, F.A.C.
Preapproval Umbrella Contract (DEP Contract No. PUC-001 & PUC-002)
Matrix I – Key Model Information

Computer Disk Information

Order Letters
Injection Letters
Institutional Control Guidance Document
Invoice Return Letter
Site Access Form
Site Inspection Form
PE & PG Certification Forms
Site Assessment Summary
RAP Checklist
Utility Transfer
10% Spreadsheet
Well Sampling Spreadsheet
Regular Retainage Work Order
PUC Work Order
Template Cost Worksheet
Template Invoice
Verbal Authorization Form

***Documents and forms for the Petroleum Cleanup Program can also be found on the Web Page:
<http://www.dep.state.fl.us/dwm/programs/pcp>**

Attachment K

Contracted Local Cleanup Program Non Program Site Management Procedures (Counties Without Significant Non-Compliant (SNC-A) Contracts)

The following are procedures to be taken for management of ineligible sites by the Contractor. In order to assure and validate that these procedures are consistently followed, it will be necessary for the Contractor to establish a tracking system of the actions taken on ineligible sites and the dates those actions were taken.

1. Within ten (10) days of receipt of a new Discharge Report Form (DRF), send out letter one (1) (or letter three (3)) for Bureau of Emergency Response (BER) referral site).
2. Within ten (10) days following due date for Site Assessment Report (SAR) initiation confirmation letter, send out letter two (2) if confirmation letter is not received.
3. If a response to letter two (2) is not received within ten (10) days of due date, refer site to the DEP District for enforcement action.
4. Track due date for SAR and if SAR is not received by the due date (two hundred seventy (270) days after letter one (1) date), send out warning letter within ten (10) days.
5. If the warning letter on SAR due date is not responded to within ten (10) days, refer site to the DEP District for enforcement action.
6. Review SAR within sixty (60) days of receipt, approve or issue comments, and record dates of receipt and comments or approval. Track due date for SAR Addendum if applicable.

If applicable, review SAR Addendum within sixty (60) days of receipt.

7. Record date of SAR Approval letter. If applicable track due date for Remedial Action Plan (RAP) (ninety (90) days after SAR approval date) and issue warning letter within ten (10) days of due date if the RAP is not received.
8. Review RAP within sixty (60) days of receipt and issue comments or RAP Approval Order. Track due date for RAP Addendum if applicable.

If applicable, review RAP Addendum within sixty (60) days of receipt and issue comments or Approval Order.

9. Record date of RAP Approval and due date for system startup (one hundred twenty (120) days from RAP approval date).
10. Review status reports within thirty (30) days of receipt and issue comments or acceptance letter. Record dates of receipt and comments or approval.
11. Review RAP Modification proposals within sixty (60) days of receipt and issue approval or comments. Record dates of receipt and comments or approval.
12. Review post-remediation monitoring proposal within sixty (60) days of receipt and issue comments or approval. Record dates of receipt and comments or approval.
13. Review Site Rehabilitation Completion Order SRCO within sixty (60) days of receipt and issue comments or SRCO Order. Record dates of receipt and comments or approval.

DEP CONTRACT NO. GC634
AMENDMENT NO. 4

THIS CONTRACT as entered into on the 28th day of June, 2001, and amended on the 15th day of July, 2002, on the 23rd day of July, 2003, and on the 16th day of June, 2005, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, the Department feels that it is in the best interest of the State to extend this Contract for an additional six (6) months to allow the Contractor to continue working while a new Agreement is being approved by the Department; and,

WHEREAS, the Department feels that the Contractor has met both administrative and technical requirements of the Contract; and,

WHEREAS, petroleum contamination site cleanup related services need to continue in Seminole County; and,

WHEREAS, the Contractor is willing to perform such services; and,

WHEREAS, additional changes to the Contract are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- The first sentence of Paragraph 6. is hereby revised to change the end date of the Contract to December 31, 2009.

-- Paragraph 16. is hereby deleted in its entirety and replaced with the following language:

16. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The parties hereto may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

-- Paragraph 25. is hereby deleted in its entirety and replaced with the following language:

25. A. In addition to the requirements of the preceding paragraph, the Contractor shall comply with the applicable provisions contained in **Attachment H-3, Third Revised Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment H-3** summarizes the funding sources supporting the Agreement for purposes of assisting the Contractor in complying with the requirements of **Attachment H-3**. A revised copy of **Exhibit 1** must be provided to the Contractor for each amendment which authorizes a funding increase or decrease. If the Contractor fails to receive a revised copy of **Exhibit 1**, the Contractor shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Contractor is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Contractor shall consider the type of financial assistance (federal and/or state) identified in **Attachment H-3, Exhibit 1** when making its determination. For federal financial assistance, the Contractor shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section _____.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Contractor shall utilize the form entitled "Checklist for

Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination” (form number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Contractor should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the Contractor agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment M**, attached hereto and made a part hereof, within four (4) months following the end of the Contractor’s fiscal year. Attachment M should be submitted to the Department’s Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
- Attachment H-2, Second Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with **Attachment H-3, Third Revised Special Audit Requirements**, attached hereto and made a part of the Contract. All references in the Contract to Attachment H-2 shall hereinafter refer to **Attachment H-3, Third Revised Special Audit Requirements**.
- **Attachment M, Certification of Applicability to Single Audit Act Reporting**, attached hereto is hereby added to the Contract.

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In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

SEMINOLE COUNTY, FLORIDA

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Title:*

Chief, Bureau of Petroleum Storage Systems

Date:

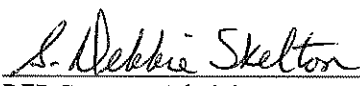
Date:

Attest:



Grace Rivera, DEP Contract Manager

Seminole County Clerk




DEP Contracts Administrator

Approved as to form:

Approved as to form and legality:

Seminole County Attorney



DEP Assistant General Counsel

*For Amendments with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the governmental board/commission must accompany the Amendment.

List of Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	H-3	Third Revised Special Audit Requirements (5 Pages)
Attachment	M	Certification of Applicability to Single Audit Act Reporting (1 Page)

ATTACHMENT H-3

THIRD REVISED SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Inland Protection Trust Fund Line Item #1767	2001/2002	37024	Petroleum Site Contamination	\$0.00	104132
Task Assignment No. 1	Inland Protection Trust Fund Line Item #1767	2001/2002	37024	Petroleum Site Contamination	\$256,217.54	104132
Task Assignment No. 2	Inland Protection Trust Fund Line Item #1786A	2002/2003	37024	Petroleum Site Contamination	\$328,310.82	104138
Task Assignment No. 2 Change Order # 1	Inland Protection Trust Fund Line Item #1786A	2002/2003	37024	Petroleum Site Contamination	\$19,421.46	104138
Task Assignment No. 3	Inland Protection Trust Fund Line Item #1655	2003/2004	37024	Petroleum Site Contamination	\$534,396.79	104138
Task Assignment No. 3 Change Order # 1	Inland Protection Trust Fund Line Item #1655	2003/2004	37024	Petroleum Site Contamination	-\$10,997.16	104138
Task Assignment No. 4	Inland Protection Trust Fund Line Item #1717	2004/2005	37024	Petroleum Site Contamination	\$426,177.39	104138
Task Assignment No. 5	Inland Protection Trust Fund Line Item #1737	2005/2006	37024	Petroleum Site Contamination	\$491,620.99	104138
Task Assignment No. 6	Inland Protection Trust Fund Line Item #1842	2006/2007	37024	Petroleum Site Contamination	\$621,914.32	104138
Task Assignment No. 7	Inland Protection Trust Fund Line Item # 1881	2007/2008	37024	Petroleum Site Contamination	\$303,507.69	104138
Task Assignment No. 8	Inland Protection Trust Fund Line Item # 1795	2008/2009	37024	Petroleum Site Contamination	\$293,114.08	104138
Total Award					\$3,263,683.92	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT M

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee's Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection

<u>CSFA#</u>	<u>CFDA#</u>	<u>DEP GRANT AGREEMENT NUMBER</u>
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CERTIFICATION STATEMENT:

I hereby certify that the above information is correct:

Name

Date

Title